

6.0 EXECUTION OF THE WORK

6.1 Conduct of Work

The Vendor/Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Vendor/Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract.

The Vendor/Contractor shall review the Contract Documents and shall promptly report to the DDSB any error, inconsistency or omission discovered.

The Vendor/Contractor is required, before the Bid Closing Date, and by personal examination, to thoroughly acquaint themselves with all existing conditions at the site which may in any way affect the proper completion of the Work specified.

The Vendor/Contractor shall maintain good order and discipline among their employees engaged on the Work and shall not employ on the Work; anyone not skilled in the task assigned.

The Vendor/Contractor must comply with all safety standards established by law and with safety standards established by industry associations where applicable.

The Vendor/Contractor shall conduct the Work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the Work specified.

The Vendor/Contractor shall provide site and material security at their expense.

The Vendor/Contractor shall be fully responsible for protecting the Work from inclement weather and the barricading of the site.

6.2 Confidentiality

The parties agree that any information concerning the business or affairs of the other party or its directors, officers, agents, principals, elected officials or employees and clients, as applicable, about which the other party becomes aware of in the course of Bidder supplying the equipment shall:

- Be treated as confidential;
- Not be disclosed to any third party or to the Bidder's personnel of the purchaser's staff except as may be required under the agreement; and
- Not be used for any purpose other than that contemplated by this agreement and for the benefit of the other party.

The parties agree that any combination of information which includes such information shall be treated as confidential even if individual parts thereof are not confidential. The parties shall use all reasonable efforts to keep such information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to use for its own confidential information. The parties shall ensure that all recipients of the said information, including the Vendor/Contractor's personnel or the purchaser's staff assume obligations identical in principle with those which the parties assume under this Section.

In the event a party is required by any applicable law to make disclosure of any such information, the party required to make disclosure shall consult with the other party to the extent reasonably practicable in advance as to the contents and timing of such disclosure.

Exceptions

While neither party shall disclose any confidential information of the other, it shall not constitute a breach of the obligations hereto if such confidential information was:

- Already lawfully in the public domain or becomes known within the public domain from no breach of such party;
- Already known to such party at the time of disclosure;
- Independently developed by the party without reference to or use of the information;
- Lawfully received by the party from a third party; or
- Made public with the prior consent in writing of the other party.

6.3 Emergencies

In an emergency affecting or threatening the safety of life, the Work or adjoining property, the DDSB has the authority to stop the progress of the Work.

Upon commencement of the Work, the Contractor shall provide DDSB with a list of emergency contacts for the related project Work. The Contractor will notify DDSB in the event of any revisions said list provided at the commencement of the project.

6.4 Health & Safety, Laws, Notices, Permits and Fees

The Vendor/Contractor shall obtain the permits, licences and certificates and pay the fees required for the performance of the Work which are in force subsequent to the Bid Closing Date.

The Vendor/Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the Authorities Having Jurisdiction, which are or become applicable during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety, in accordance with the Occupational Health & Safety Act.

6.5 Hot Work Permit

Contractor is required to supply a Hot Work Permit for any temporary operation involving open flames or producing heat and/or sparks. This includes but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding. If the contractor does not have their own Hot Work Permit that meets or exceeds the DDSB standard, then the DDSB can supply one for the contractor to fill out and post on site. All Contractors must employ a Hot Work Policy when conducting work on facilities owned and operated by the DDSB. The sample hot work permit enclosed herein, supported by the Ontario School Board Insurance Exchange (OSBIE) outlines DDSB's minimum requirements for company hot work policy protocols. A copy of the enclosed permit is available to be supplied by the DDSB upon request.

HOT WORK PERMIT		
STOP!		
Avoid hot work or seek an alternative/safer method, if possible.		
This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.		
Part 1		
Instructions		
1. Firesafety supervisor:		
A. Verify precautions listed at right (or do not proceed with the work).		
B. Complete and retain Part 1. (Part 1A is for quality assurance documentation, if necessary.)		
C. Issue Part 2 to person performing hot work.		
Hot work by		
<input type="checkbox"/> Employee		
<input type="checkbox"/> Contractor		
Date		Job number
Location/building and floor		
Nature of job		
Name (print) and signature of person performing hot work		
I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.		
Name (print) and signature of firesafety supervisor/operations supervisor		
Permit Expires		
Date		Time a.m. p.m.
Note: Emergency notification on back of form. Use as appropriate for your facility.		
To order additional hot work permits, order online at rm@osbie.on.ca or contact the Risk Management Department at 1-800-668-6724.		
OSBIE		
Required Precautions Checklist		
<input type="checkbox"/> Available sprinklers, hose streams and extinguishers are in service/operable.		
<input type="checkbox"/> Hot work equipment in good working condition.		
Requirements within 35 ft. (11m) of hotwork		
<input type="checkbox"/> Flammable liquid, dust, lint and oily deposits removed.		
<input type="checkbox"/> Explosive atmosphere in area eliminated.		
<input type="checkbox"/> Floors swept clean.		
<input type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets.		
<input type="checkbox"/> Remove other combustible material where possible. Otherwise, protect with welding pads, blankets and curtains, fire-resistive tarpaulins or metal shields.		
<input type="checkbox"/> All wall and floor openings covered.		
<input type="checkbox"/> Welding pads, blankets and curtains installed under and around work.		
<input type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustible material.		
Hot work on walls, ceilings or roofs		
<input type="checkbox"/> Construction is noncombustible and without combustible covering or insulation.		
<input type="checkbox"/> Combustible material on other side of walls, ceilings or roofs is moved away.		
Hot work on enclosed equipment		
<input type="checkbox"/> Enclosed equipment cleaned of all combustible material.		
<input type="checkbox"/> Containers purged of flammable liquid/vapor.		
<input type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented.		
Fire watch/hot work area monitoring		
<input type="checkbox"/> Fire watch will be provided during and for 60 min. after work, including any break activity.		
<input type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.		
<input type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm.		
<input type="checkbox"/> Fire watch may be required in adjoining areas, above and below.		
<input type="checkbox"/> Monitor hot work area for an additional three (3) hours after the 60-min. fire watch.		
Other precautions taken:		
<input type="checkbox"/>		
<input type="checkbox"/>		

6.6 No Smoking and/or Vaping

All DDSB facilities and properties are “Non-Smoking” and all vendors/contractors and their employees must abide by this policy.

6.7 Operation of Tools, Equipment & Vehicles On DDSB Property

The Vendor/Contractor will perform service or cleaning after hours if there are restrictions to access during regular school hours. The Vendor/Contractor will not operate power tools, maintenance equipment, snow blowers, lawn mowers, tractors, vehicles or heavy equipment on DDSB property during occupied hours without first reporting to the Principal or the Principal's designate at the school site. The tools and equipment mentioned above should not be left unsecured or unsupervised on DDSB property.

Drivers of motor vehicles shall not operate these vehicles beyond the parking area without DDSB permission. These vehicles will be operated with due caution at all times while on school property. Speed limits must not exceed 8 kilometers (5 miles) per hour at any time. Delivery and service vehicles must not enter or leave school grounds when students are in the area unless directed by, or with the permission of the Principal or delegate. Drivers will wait for the yard to clear before entering or leaving i.e. recess, etc.

No power actuated fastening device (i.e. ramset) will be permitted unless prior written approval is received from the DDSB's designated representative.

Delivery vehicles must shut down their engines when stopped in school yards or when stopped on any street adjacent to any DDSB buildings. When returning to an unattended vehicle and before it is driven, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle. Any accidents, no matter how minor, must be reported immediately to the school Principal.

No vehicle should reverse unless there is a person available to guide the driver (except in designated parking areas).

6.8 Police Record Check

Subsequent to Contract Award, police record checks may be required for the Vendor/Contractor's staff entering DDSB sites. The Vendor/Contractor shall be required to comply at no cost to the DDSB.

6.9 Protection Of Work & Property

Completion of the Work shall in no way interfere with the use of adjacent buildings or surrounding areas. The Vendor/Contractor shall adequately protect adjacent property from damage or injury. If damage or injury does occur, the Vendor/Contractor will return the damaged or injured property to its original or an equivalent state, at the expense of the Vendor/Contractor. The Vendor/Contractor shall provide, erect and maintain all necessary guardrails, barriers, night-lights, sidewalk and curb protection, etc. as may be necessary or as

the bylaws, regulations or statutes may require. Should the job be stopped for any cause, the Vendor/Contractor will be responsible for and will provide all necessary protection to prevent damage by weather or other causes until the project can be safely completed. Nothing contained in this paragraph limits or releases the contractor from any liability.

The Vendor/Contractor will accept full responsibility for the prevention of pilferage and theft, will instruct all trades accordingly, and will be responsible for any losses due to theft.

The Vendor/Contractor will be responsible for repairing all damages its employees, representatives or its sub-contractors may cause to the property during the execution of the Work.

6.10 Quality

Product quality will be of the essence of any Contract issued to successful Bidder(s) through this Bid Request process. The Contractor shall maintain quality control over the area of construction and products provided within until accepted by DDSB.

If product substitutions are necessary after one or more Contract(s) are awarded, any proposed substitute must be approved by the DDSB project representative(s). A formal request (in written or electronic format) for substitution shall be submitted by the Contractor for DDSB review – See subsection 4.2 - “Substitutions”

6.11 Samples

Bidders must provide samples, upon request, for all products during pre-Award evaluations. Failure to do so may result in that Bidder’s product not being considered for Award.

Please note: Samples of small intrinsic value will become the property of the DDSB upon receipt. Bidders must indicate to the DDSB, prior to sample submission, whether title of the product will be relinquished by the Bidder.

6.12 Storage of Materials & Equipment

Materials shall be stored, covered and protected from fire, weather and other damaging conditions at all times. The DDSB may provide temporary storage space for materials if available.

The Vendor/Contractor shall be responsible for all materials and equipment being used on site, and for safeguard of such in case of damage to DDSB property. Refer also to “INDEMNIFICATION”.

6.13 Materials

Unless otherwise specified in Bid Documents, materials and supplies must be new items (not refurbished, not previously used, not re-manufactured), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material.

Any item which fails in any way to meet the specifications of the Bid Request is subject to rejection. The decision of the DDSB pertaining to items being rejected shall be final.

Inferior items shall be removed at once, by the Vendor/Contractor at their own expense. Should the Vendor/Contractor refuse to remove any items so rejected, the DDSB may then take action to remove such items at the Vendor/Contractor's expense.

6.14 Laws and Regulations

The Vendor/Contractor shall comply with all relevant Federal, Provincial and Municipal statutes regulations and by-laws pertaining to the Work and the performance of the Contract. The Vendor/Contractor shall be responsible for ensuring similar compliance by Vendor/Contractors and subcontractors.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

6.15 Supervision

The Vendor/Contractor shall ensure that adequate and competent supervision is provided at all times by a competent supervisor as defined under the Occupational Health and Safety Act (Ontario). The supervisor shall be an employee of the Prime Contractor whom DDSB has awarded the Work to. The person will represent and be an agent for the Vendor/Contractor for all purposes, and directions given to/by the supervisor shall bind the Vendor/Contractor.

The Vendor/Contractor shall conduct the Work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the Work specified.

6.16 Workers' Rights

The Vendor/Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

6.17 Workmanship

Quality workmanship is required. The Vendor/Contractor shall employ qualified trades/workers experienced in the use of the specific Goods/Services relative to the Contract.

6.18 Work Schedule

The Vendor/Contractor shall submit to the DDSB for approval, when requested, a written "work schedule" before commencing work. Failure to do so may constitute withdrawal of the Contract.

6.19 Unforeseen Conditions & Toxic/Hazardous Substances

If the Contractor encounters an unforeseen condition or hazardous substance at the Place of Work:

1. Immediately identify the condition to the DDSB's project representative.
2. The DDSB will review with the Contractor and provide further direction based on review with DDSB Health & Safety and the consult of a third-party inspection and testing firm if required.

NOTE: WORK IS NOT TO PROCEED until further advised by the DDSB's project representative.

This procedure must be followed and is in place to ensure all workers (the employees of the DDSB and/or the Vendor/Contractor) are adequately protected under the provisions of the Occupational Health & Safety Act of Ontario.

6.20 Warranty

The successful Bidder(s) warrants to the DDSB that:

- All Goods/Services, materials and equipment supplied under the Contract are free of all defects in manufacture and workmanship for a period of not less than 2 years from date of delivery, installation or performance (whichever is the later);
- The Vendor/Contractor(s) shall promptly remedy any defect or deficiency in any Goods/Services, materials or equipment supplied under the Contract to the full and complete satisfaction of the DDSB within seven (7) calendar days following notice to do so from the DDSB at no additional cost to the DDSB, unless otherwise specified.
- In the event that the Vendor/Contractor(s) does not promptly honour the above warranties to the satisfaction of the DDSB, the DDSB may, at the sole cost of the Vendor/Contractor, do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant goods, services, materials or equipment.

6.21 Guarantee

The Vendor/Contractor guarantees that with ordinary use the said work shall, for the period of twelve (12) months, unless otherwise specified from date of final acceptance by the DDSB, remain in such condition as will meet with the approval of the DDSB's representative and that the Vendor/Contractor will, upon request, repair any imperfection due to materials used in the construction or workmanship.

The decision of the DDSB as to the nature, extent and cause of such imperfections and the necessity for correcting the same shall be final.

All Goods/Services and/or equipment furnished or supplied pursuant to the Contract shall be installed or attached in such a manner as to preserve all manufacturer's and

Vendor/Contractor's warranties, which shall, together with all parts and components, become the property of the DDSB after successful and satisfactory installation or attachment.

EIFS Manufacturer's Labour & Materials Warranty: The Manufacturer shall agree to repair and/or replace components of the EIF system that fail in materials or workmanship within the specified warranty period. The warranty includes damage to any layer of the system including the finish coat, base coat, and insulation.

- Warranty Period: 20 years from the date of Substantial Completion

Stucco Lamina System Manufacturer's Labour & Material Warranty: The Manufacturer shall agree to repair and/or replace components of the stucco lamina system that fail in materials or workmanship within the specified warranty period. The warranty includes damage to any layer of the system including the finish coat, base coat, liquid air and water barrier, and exterior cement sheathing board.

- Warranty Period: 10 years from the date of Substantial Completion

6.22 Product Data

Provide product data sheets, which show dimensions, appearance, and specifications for Goods/Services included in the Bid Submission, where requested by the DDSB.

6.23 Customs

All commercial customs documents, including but not limited to commercial invoices, Canada Customs Invoices, and bills of lading, as applicable, shall be fully and satisfactorily completed in accordance with Canada Border Services Agency requirements. The Vendor/Contractor shall obtain from the DDSB and show on the relevant commercial documents all that are accessible of the following: The Purchase Order Number or the department/school name of the DDSB purchasing the goods. Goods eligible for duty free entry into Canada according to the Canada-United States-Mexico Agreement (CUSMA) shall be accompanied by a fully completed CUSMA Certificate of Origin or Statement of Origin, stamped or printed, or its equivalent satisfactory to the DDSB. Penalties assessed by CBSA due to incomplete, inaccurate or missing information on a commercial customs document shall be the responsibility of the Vendor/Contractor and shall be charged to and paid by the Vendor/Contractor or shall be deducted from any payment owing to the Vendor/Contractor.

6.24 Workplace Hazardous Materials Information System (W.H.M.I.S)

The successful Bidder must provide Material Safety Data Sheets and any required labeling for products that are designated as hazardous in the workplace in accordance with W.H.M.I.S. Legislation.

Prior to the initial shipment of good/services hereunder, the Vendor/Contractor shall provide the DDSB with, and during the term of this Contract the Vendor/Contractor shall provide and continuously update, a list of all Goods/Services containing hazardous materials, or any physical agents or devices or equipment producing or emitting physical agents or any

substance, compound or product that is deemed to be or contains a designated substance under the Occupational Health and Safety Act (Ontario).

In accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulation, the Vendor/Contractor shall provide the appropriate Material Safety Data Sheets including all updates, during the term of the Contract. All Material Safety Data Sheets documentation shall be provided to the DDSB in the format requested.

6.25 Workplace Safety & Insurance Board (W.S.I.B.)

The Vendor/Contractor MUST submit to the DDSB (Purchasing Department) at the time of entering into the Contract, a satisfactory clearance certificate from the Workplace Safety and Insurance Board confirming that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid, and the DDSB may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

The DDSB requires all Vendor/Contractors who provide labour and installation services on any of the DDSB properties, as part of the Contract, to be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board (WSIB).

Therefore, all of the Vendor/Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997.

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the Vendor/Contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the Vendor/Contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the Contract.

Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Vendor/Contractor to the DDSB in conjunction with the subject Contract have been made and that the DDSB will not be liable to the WSIB for future payments in connection with the Vendor/Contractor's fulfillment of the Contract.

For Independent Operators who have elected not to have WSIB coverage, the following shall be provided upon request by the DDSB:

- › a letter from the WSIB confirming Independent Operator status;
- › and evidence of having obtained WSIB optional Insurance.

The DDSB has the right to reject any Bid Submission it deems to have not provided sufficient WSIB coverage.

The Vendor/Contractor will ensure that any and all subcontractors also have valid WSIB coverage.

6.26 Clean Up

The Vendor/Contractor will:


- Keep the job site free from accumulations of waste materials or rubbish caused by employees or work, and at the completion of the day, will remove all rubbish from/about the site and all tools and surplus materials, and will leave the Work “construction clean”, or its equivalent, unless otherwise specified.
- Clean up on a room-by-room basis as work is completed in that location.
- Use tarps and cover sheets in locations with existing furnishings and equipment. Care must be taken not to damage, dirty or mark floors or walls if furnishings and equipment need to be moved.
- Supply waste/recycling bins and must not use the DDSB’s waste/recycling bin without written approval by the designated representative. In the case of a dispute, the DDSB reserves the right to remove waste and/or repair/clean up where the Vendor/Contractor has failed to do so and charge all costs to the Vendor/Contractor as shall be determined to be fair and just.
- Be responsible for the disposal of material removed from the site in accordance with all legislation and regulations regarding waste handling and disposal. The Vendor/Contractor will not burn any materials on-site and will not allow debris and/or fumes to enter the school’s ventilation system or sewers.
- The Vendor/Contractor shall maintain the place of work in a tidy condition and free from accumulations of waste products and debris.
- At the completion of the Work, the Vendor/Contractor shall remove their surplus materials, tools, construction machinery and equipment and also remove waste products and debris caused by the Vendor/Contractor, their subcontractors or employees.

6.27 Asbestos Work Record

The following document is a required submittal to be filled out and submitted by the designated abatement contractor as part of the Work. The document forms a record of all asbestos abatement executed under the subject Contract. The document shall be filled out by the designated abatement contractor and submitted to DDSB (and the Prime Contractor where one exists) with each progressive billing application for record, including DDSB Facilities Services Analyst and designated Health & Safety Leads. The document below is a sample, and each project will have a fillable pdf form along with our Ebase Asbestos Record extract uploaded to bidsandtenders for the successful contractor to use as required.

Ajax High School
Project Name: Science and Art Room Renovations
Site Address: 105 Bayly Street East, Ajax, ON L1S 1P2

T25-01560
Issued For: Bid
Date: April 24, 2025

 ASBESTOS PROJECT WORK RECORD		
PROJECT INFORMATION		
SCHOOL:		DDSB PROJECT #: P - A
ABATEMENT START DATE:		ASBESTOS WORK RECORD SUBMISSION DATE:
ABATEMENT END DATE:		ASBESTOS WORK RECORD SUBMISSION #:
<small>Initial issued in 1 day additional records within the same DDSB Project # should have a subsequent # assigned in order to allow updates</small>		
CONTACT INFORMATION		
ABATEMENT CONTRACTOR		CONSULTANT (if applicable)
CONTACT NAME:		CONTACT NAME:
CONTACT EMAIL:		CONTACT EMAIL:
CONTACT PHONE:		CONTACT PHONE:
ABATEMENT ACCOUNTING		
PROVIDE A BRIEF DESCRIPTION OF ABATEMENT SCOPE OF WORK:		
ACCOUNTING DETAILS		
PURCHASE ORDER #	INVOICE/ DRAW #	TOTAL ABATEMENT COST <small>(Including applicable fees & taxes)</small>
ABATEMENT INFORMATION		
PROJECT TYPE		
<input type="checkbox"/> PLANNED PROJECT <input type="checkbox"/> EMERGENCY		<input type="checkbox"/> TYPE 1 <input type="checkbox"/> TYPE 2 <input type="checkbox"/> TYPE 3 **
<small>** TYPE 3 - FOLLOW PROCEDURES OUTLINED IN ANNEX 1: PLANNING FOR, INSPECTION AND MONITORING TYPE 3 ASBESTOS ABATEMENT</small>		
DESIGNATED SUBSTANCE SURVEY PROVIDED		AIR MONITORING REQUESTED
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO
<small>NOTE: AIR MONITORING IS REQUIRED FOR ALL TYPE 3 REMOVALS, BUT MAY BE CONSIDERED FOR TYPE 1 OR TYPE 2 REMOVALS</small>		
eBASE HAZARDOUS SUBSTANCES SURVEY DATA REPORT		
<input type="checkbox"/> eBase Hazardous Substances Survey Data Report generated and reviewed prior to abatement.		
Date of Report: _____		

T25-01560
Issued For: Bid
Date: April 24, 2025

T25-01560 Science and Art Room Renovations at Ajax High School 45

Ajax High School
Project Name: Science and Art Room Renovations
Site Address: 105 Bayly Street East, Ajax, ON L1S 1P2

T25-01560
Issued For: Bid
Date: April 24, 2025



ASBESTOS PROJECT WORK RECORD

ACKNOWLEDGEMENT & CHECKLIST

- ☐ I have included the cost of all applicable invoices to complete the abatement above on page 1.
- ☐ I have attached the eBase Hazardous Substances Survey Data Report for this location, as referenced on page 1 & 2.
- ☐ All ACM items removed, repaired, and/or discovered during this project have been listed on page 2, and any additional items affected will require a new work record.
- ☐ I understand and approve that the financial information and asbestos details listed above will be reported to the Ministry of Education by the Durham District School Board.

NAME:

POSITION/TITLE & COMPANY:

SIGNATURE:

**A COMPLETED AND SIGNED COPY OF THIS ASBESTOS PROJECT WORK RECORD
MUST BE SUBMITTED WITH THE INVOICE/DRAW AND VIA EMAIL TO:**

jennifer.walterhouse@ddsb.ca (Facilities Services Analyst),
lauren.dusty@ddsb.ca (Health & Safety Lead), and
anapatria.franjiej@ddsb.ca (Health & Safety Lead)

Please rename this file with the School Name and DDSB Project # prior to sending.
(e.g. "Asbestos Project Work Record_Bellwood PS_P01234.pdf")

7.0 PAYMENT

7.1 Invoicing

Invoicing and ordering format to be in accordance with the latest revision of the Construction Act and DDSB's Contractor Prompt Payment Procedures.

In addition to the requirements of the Construction Act, the following required documentation, and any further required documentation or information that the DDSB and the Contractor may agree upon, must be included in order for the Proper Invoice to be considered complete:

- (i) Completed DDSB Formal Application of Payment by Contractor form including Substantial Performance calculations when applying for Substantial Performance.
- (ii) Contractor's Proper Invoice including itemized breakdown, claims and reference to Purchase Order number where applicable.
- (iii) Cash Allowance breakdown including supporting invoices for claims.
- (iv) Change Order breakdown including front page copy of signed change orders being claimed, including signatures of Contractor, Consultant and Owner.
- (v) WSIB Clearance Certificate including correct project name, date covering the time frame the Work was completed, listing DDSB as the Owner.
- (vi) Completed Statutory Declaration CCDC form 9A, with date.
- (vii) Schedule of values submitted by key/major Sub-Contractors employed by the Prime Contractor which includes a comprehensive breakdown of the sub-contractor's *Work*:
 - Line-item costing
 - Percentage of *Work* complete
 - Balance of work remaining

7.2 Liens (Construction Act)

The Contractor shall comply with the terms and conditions of the latest revision of the Construction Act (Ontario) as amended from time to time.

7.3 Payments to Vendors

The DDSB, at its discretion, will make payments to Vendor/Contractors electronically or by cheque.

Vendor/Contractors are required to provide the DDSB, upon request, with the necessary banking information (e.g. void blank cheque) in order that payments, at the discretion of the DDSB, can be made electronically.

7.4 Purchase Orders

Purchase orders will be issued by the DDSB for all Goods/Services required. No payment will be made unless the Vendor/Contractor can produce a valid purchase order. All invoices submitted for payment must reference the purchase order number issued by the DDSB.

7.5 Certificate of Substantial Performance

The DDSB reserves the right to request the Vendor/Contractor to publish the date of Substantial Performance of the project. Where the value of the project is greater than or equal to the value of \$100,000, exclusive of HST, the Vendor/Contractor shall be required to post a formal publication of the Substantial Performance of the project within a registered news outlet (i.e. Daily Commercial News), and as further set out in the Construction Act.

Where there is no certification or declaration of Substantial Performance of a Contract, or where the required publication has not occurred, lien rights expire at the conclusion of the sixty (60) day period following the date the Contract is completed, as signified by the payment of the final progress claim.

7.6 Right to Audit

The Bidder must provide a formula or means for which the DDSB can verify, at any point during the Contract, that the pricing or percentage mark-up is being maintained by the Bidder. This formula may be used by the DDSB for random spot checks to validate pricing.

The DDSB reserves the right to periodically audit invoices from Vendor/Contractors, issued to the Vendor/Contractor, to verify adherence to Contract pricing.

In the event that pricing discrepancies exist, the Vendor/Contractor, at their expense, shall correct all invoices and issue payment or credit notes to the DDSB within thirty (30) days of the request by the DDSB.

Where a full audit of all invoices is required, the Vendor/Contractor shall perform the audit to the DDSB's satisfaction within thirty (30) days of the request and issue payment or credit note covering all amounts overcharged within sixty (60) days of request for audit.

The DDSB, in its sole discretion, in each case shall determine whether payment by cheque or credit note is appropriate.

Should the Vendor/Contractor fail to perform any of the audit requirements noted above, the DDSB reserves the right to terminate the Contract, without incurring any cost or liability, giving thirty (30) days written notice.

8.0 CHANGES IN THE WORK

8.1 Change Orders and Mark Ups

The DDSB may, without invalidating the contract, direct the Vendor/Contractor to make changes in the Work.

When a change causes an increase, or decrease in the Work, the Contract Price shall be increased or decreased by the unit price(s) quoted, or in the absence of applicable unit price(s), by an amount to be agreed upon between the DDSB and the Vendor/Contractor.

Any changes in the Contract will be in the form of a written change notice from the DDSB Purchasing Department.

Where changes in the Work are made after the Award of Contract and are not to be valued by the unit prices, the Vendor/Contractor agrees to provide bids for the proposed changes to the DDSB (Purchasing Department) indicating the complete breakdown of material and labour costs, mark-up, profit etc.

Mark-up for changes shall be applied as follows:

Prime Contractor's Own Work:
Prime Contractor Overhead = 10%
Prime Contractor Profit = 5%

Sub-Contractor's Work:
Sub-Contractor Overhead = 5%
Sub-Contractor Profit = 5%
Contractor Overhead (only) on Work of Subcontractor = 10%

In the event that any prices or units costs for a Change Order are determined using All Priser, the Proponent agrees to only include up to 50% of the output cost determined by All Priser, failing which the DDSB reserves the right to reduce any unit pricing determined by All Priser and submitted in a Change Order request to 50% of the amount so determined by All Priser.

For clarity, in calculating the value of any changes, the Vendor/Contractor shall apply markups for profit and overhead independently and only to the actual net cost of any increase. Accordingly, the actual net cost used to determine the percentage increase for profit shall not include the increased value for overhead, and vice versa.

8.2 Force Majeure / Delays in The Work

1.1 Force Majeure

For the purposes hereof, "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing

one or more of its contractual obligations under this Agreement, if and to the extent that the party affected by the impediment (the “Affected Party”) proves:

- (a) that such impediment is beyond its reasonable control; and
- (b) that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and
- (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

1.2 Non-Performance by Third Parties

Where a party fails to perform one or more of its contractual obligations because of a default by a third party whom it has engaged to assist such party in performing the Agreement, such party may only invoke Force Majeure only to the extent that the requirements under Article 1.1 are established both for such party and for the third party.

1.3 Presumed Force Majeure Events

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfill conditions (a) and (b) of Article 1.1, and the Affected Party only needs to prove that condition (c) of Article 1.1 is satisfied:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- (b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (c) currency and trade restriction, embargo, sanction;
- (d) act of authority, whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- (e) plague, epidemic, quarantine or other health emergency affecting the general public, natural disaster or extreme natural event;
- (f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- (g) general labour disturbance, such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

1.4 Notification

The Affected Party shall give notice of the event without delay to the other party.

1.5 Consequences of Force Majeure

A party successfully invoking Force Majeure is relieved from its duty to perform its obligations under this Agreement and from any liability in damages or from any other

contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

1.6 Temporary Impediment

Where the effect of the impediment or event invoked is temporary, the consequences set out in Article 1.5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

1.7 Duty to Mitigate

The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Agreement.

1.8 Agreement Termination

Where the duration of the impediment invoked has the effect of substantially depriving the parties of which they were reasonably entitled to expect under the Agreement, either party has the right to terminate the Agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Agreement may be terminated by either party if the duration of the impediment exceeds one hundred and twenty (120) days.

1.9 Unjust Enrichment

When Article 1.8 applies, and where either party in the performance of the Agreement derived a benefit before the termination of the Agreement, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

9.0 INDEMNIFICATION & LIABILITY

9.1 Indemnification of Client

The Vendor/Contractor agrees to indemnify and save harmless the DDSB from all actions, suits, claims and demands, and costs and damages arising by reason of injury or death to any person or any property resulting from the services or work performed herein.

9.2 Intellectual Property Indemnity

The Vendor/Contractor shall defend, indemnify and hold DDSB harmless against all third- party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable legal fees and settlement fees), and judgments incurred, claimed or sustained by DDSB arising out of or related to any allegation that any portion of the Goods/Services (including software and updates, error corrections, or upgrades thereto) violates any patent, copyright, trade secret, trade-mark, or other third-party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Goods/Services, the Vendor/Contractor shall either:

- (i) at the Vendor's/Contractor's cost, procure for DDSB the right to continue to use the relevant portion of the Goods/Services;
- (ii) replace, at the Vendor's/Contractor's cost, the relevant portion of the Goods/Services with a substitute product that functions substantially in accordance with the applicable specifications of that portion of the Goods/Services; or
- (iii) at the Vendor's/Contractor's cost, modify the Goods/Services so that it does not infringe or misappropriate, provided that the Goods/Services, as modified, continues to perform substantially in accordance with the applicable specifications.

The Vendor/Contractor will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any infringement claim (but only if the settlement does not include an admission of liability by DDSB, does not involve more than the payment of money, and grants DDSB a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by the Vendor/Contractor, DDSB may elect to retain its own counsel, but the Vendor/Contractor will not be responsible for any fees or expenses of such counsel.

This indemnity shall survive the expiration or sooner termination of the Contract.

9.3 Insurance (Fire)

The successful Bidder shall be responsible for fire insurance on their own facilities and equipment.

9.4 Insurance (General Liability)

The Vendor/Contractor shall provide and maintain at their own expense, a policy of general liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period.

General liability insurance shall be in the name of the Vendor/Contractor, naming the DDSB as additional insured, with limits of not less than five million (5,000,000.00) dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

In the case of any Roof Replacement or New Roofing projects, General Liability Insurance shall be in the name of the Vendor/Contractor, naming the DDSB as additional insured, with limits of not less than ten million (10,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Vendor/Contractor shall provide the DDSB (Purchasing Department) with proof of insurance within 10 days of issuance of the written notification of intent to award the Contract.

10.0 RIGHTS AND RESPONSIBILITIES

10.1 Environmental

In an effort to reduce environmental waste, the DDSB promotes and supports goods and services that are environmentally friendly and contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the goods or services. Where possible, packaging shall be manufactured from recycled materials.

10.2 Government or Regulatory Actions

Where any governmental or regulatory authority having jurisdiction (AHJ) requires the DDSB or the Vendor/Contractor to recall or cease using any Goods/Services, the DDSB or the Vendor/Contractor, as the case may be, shall promptly notify the other of such decision or requirement providing all relevant particulars.

In the case of any recall, seizure or requirement to cease using any of the Goods/Services by any governmental or regulatory authority having jurisdiction, the Vendor/Contractor, without limiting the DDSB's rights or remedies, shall be provided the opportunity to provide corrective action satisfactory to the DDSB, as follows:

- replace or repair the good/services and deliver replacement or repaired good/services to the DDSB, which is satisfactory to the DDSB; and
- honour all applicable good/services warranties

In any event, the Vendor/Contractor shall defend, indemnify and hold the DDSB and its officers, directors, agents, principals, elected officials or employees harmless from and against all damages, liabilities, and costs including legal costs on a substantial indemnity basis, arising from or related to such recall, seizure or order to cease using, to the extent that such loss was caused by the Vendor/Contractor.

The responsibility of the Vendor/Contractor under this provision shall also apply in the case where any Canadian governmental or regulatory authority issues an order to seize the Goods/Services (for example, where the Vendor/Contractor failed to exercise the required corrective action and/or the license of the Goods/Services was revoked).

For clarity, the responsibility of the Vendor/Contractor to replace or repair the Goods/Services does not apply where the DDSB decides, in its sole discretion, to cease using the Goods/Services due to health or safety concerns and those concerns have not led to the request by the Canadian governmental or regulatory authority that the Vendor/Contractor take appropriate action to correct or to cease using the Goods/Services.

10.3 Lobbying

Lobbying is inappropriate. Engaging in this kind of behaviour may result in your Bid Submission being disqualified.

10.4 No Publicity or Promotion

No vendor, including a preferred Vendor/Contractor, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the DDSB.

In the event that a Vendor/Contractor, including a preferred Vendor/Contractor, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, DDSB shall be entitled to take all reasonable steps as may be deemed necessary by DDSB, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

10.5 Subcontractors

The Vendor/Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:

- Enter into contracts or written agreements with their subcontractors requiring them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents.
- Be fully responsible to the DDSB for acts and omissions of their subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The Vendor/Contractor MUST submit a list of any subcontractor who will be carrying out any part of this contract indicating the Work each subcontractor will be responsible to perform.
- The DDSB may for reasonable cause, object to the use of a proposed subcontractor and require the Vendor/Contractor to employ one of the other subcontract Bidders. In the event that the DDSB requires such a change, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such a change.
- Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the DDSB.

10.6 Term of Contract

This Contract is for the period herein stipulated, subject to both satisfactory performance and pricing. Pricing is to remain firm as specified and subsequent years pricing will be subject to negotiation acceptable to the DDSB.

The DDSB reserves the right to extend the Contract subject to negotiations acceptable to the DDSB.

This Contract shall come into force on the effective date and shall expire, unless terminated earlier in accordance with the provisions of the Contract, on the occurrence of any of the following:

- Installation of the Goods/Services has been completed to the satisfaction of the DDSB, as applicable;
- All other Bidder obligations under the Contract have been met to the satisfaction of the DDSB;
- The DDSB has made all of the payments required under the Contract.

If required, either party can ask for confirmation that the Contract has expired. The term of the Contract is subject to any and all rights of either party to terminate the Contract pursuant to the terms and conditions, or otherwise available to either party at law or in equity.

10.7 Termination of Contract

The DDSB shall be entitled to terminate the Contract, without liability, cost or penalty in accordance with the following:

- On written notice to the Vendor/Contractor, if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Vendor/Contractor or its property;
- On written notice to the Vendor/Contractor, if the Vendor/Contractor makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to conduct its business or affairs, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- On written notice to the Vendor/Contractor, following the occurrence of any material change in the DDSB requirements which results from regulatory or funding changes or recommendations issues by any government or regulatory body;
- At any time, without cause, by giving the Vendor/Contractor at least thirty (30) days written notice;
- On thirty (30) days written notice to the Vendor/Contractor in the event of a breach of the representation regarding conflict of interest;
- As per any provision of the Contract that provides for early termination.

If the DDSB terminates the Contract for any of these reasons, it is entitled to:

- Take possession of the Work in progress and materials on site and utilize the construction equipment then on site and complete the Work by whatever method the DDSB may consider expedient but without undue delay or expense.
- Withhold any further payments to the Vendor/Contractor until the Work is complete.

- Recover from the Vendor/Contractor all losses, damages and expense incurred by the DDSB due to the Vendor/Contractor's default (this may be deducted from any monies due or becoming due to the Vendor/Contractor).
- The Vendor/Contractor's obligations under the contract as to quality, correction and general guarantee of the work performance up to the time of termination shall continue to be in force after such termination.

Any termination of the Contract shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either of them of any obligation incurred prior to the effective date of such termination.

10.8 Suspension and/or Stoppage of Work

The DDSB may, without invalidating the Contract, suspend performance by the Vendor/Contractor from time to time for any or all work for such reasonable period of time as the DDSB may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the DDSB.

The DDSB designated representative has the authority to stop the progress of any work whenever in their opinion, such stoppage may be necessary.

11.0 WORK COMPLIANCE

11.1 Electrical Safety

All electrical/electronic components supplied by the vendor must be CSA / ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment.

Appropriate label, symbol or seal shall be affixed to all electrical equipment supplied or used in the performance of the Contract. If such label, symbol or seal is absent, the equipment will be returned to the Vendor/Contractor at their expense. The DDSB will not forward payment until this condition is met.

11.2 Electronic Commerce Act

Electronic forms of correspondence for business requirements will be considered a legal medium as prescribed in the Ontario "Electronic Commerce Act, 2000, S.O. 2000.

11.3 Accessibility for Ontarians With Disabilities Act (A.O.D.A.)

DDSB is committed to the highest possible standards for accessibility. The Vendor/Contractor must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to Achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-7 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the DDSB has established regulations, policies, practices and procedures governing the provision of its goods and services to persons with disabilities. DDSB Regulation #1305 is available for review on the Boards website under Policies and Procedures at: DDSB Policies, Regulations & Procedures.

Vendor/Contractors are required to comply with the Board's accessibility standards, policies, practices and procedures which may be in effect during the Term of the Agreement and which apply to the deliverables to be provided by the Vendor/Contractor.

11.4 Canadian Standards Association (C.S.A.)

All electrical/electronic components supplied by the Vendor/Contractor must be CSA / ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment.

Ajax High School
 Project Name: Science and Art Room Renovations
 Site Address: 105 Bayly Street East, Ajax, ON L1S 1P2

T25-01560
 Issued For: Bid
 Date: April 24, 2025

12.0 LIST OF PREQUALIFIED BIDDERS

12.1 General Contractors – Category GC2:

Only these pre-qualified general contractors are eligible to be included for the Work. No other general contractors are eligible for this Work.

Anacond Contracting Inc.	Vaughan, ON
Baycrest Project & Construction	Toronto, ON
BWK Construction	Aurora, ON
Deciantis Construction Ltd.	Uxbridge, ON
Gerr Construction Limited	Bowmanville, ON
H.N. Construction Limited	Toronto, ON
J.V.S. Construction Limited	Whitby, ON
Morosons Construction Limited	Toronto, ON
MVW Construction & Engineering Inc.	Lindsay, ON
P & C General Contracting Ltd.	Markham, ON
RJB Construction (1989) Ltd	Newmarket, ON
Rutherford Contracting Ltd.	Aurora, ON
Seaforth Building Group 1992 Ltd	Scarborough, ON
Snyder Construction	Ashburn, ON
Town and Country Contracting Ltd.	Oshawa, ON

Ajax High School
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12.2 Mechanical Contractors – M1:

Only these pre-qualified mechanical contractors are eligible to be included for the Work. No other mechanical contractors are eligible for this Work. Accordingly, if a Bidder lists any other mechanical contractors who have not been pre-qualified in its Supplementary Bid Form, such Bid Submission will be disqualified.

Company Name	Location
Active Mechanical	Mississauga, ON
Adamson and Dobbin Ltd.	Peterborough, ON
ANVI Services Ltd.	Vaughan, ON
Black Creek Mechanical Ltd.	Toronto, ON
Mechfield Canada Inc.	Concord, ON
MSB Mechanical Ltd	Aurora, ON
Multitech Trades Corp.	Mississauga, ON
Mutual Mechanical Ltd.	Oshawa, ON
Unified Mechanical Inc.	Courtice, ON
W. Mitchell & Son Mechanical Contractors Limited	Pickering, ON

Ajax High School
Project Name: Science and Art Room Renovations
Site Address: 105 Bayly Street East, Ajax, ON L1S 1P2

T25-01560
Issued For: Bid
Date: April 24, 2025

12.3 Electrical Contractors – E1:

Only these pre-qualified electrical contractors are eligible to be included for the Work. No other electrical contractors are eligible for this Work. Accordingly, if a Bidder lists any other electrical contractors who have not been pre-qualified in its Supplementary Bid Form, such Bid Submission will be disqualified.

Company Name	Location
Brooklin Electric Ltd.	Whitby, ON
CEC Services Limited (Aurora)	Mississauga, ON
Electric Group Limited	Markham, ON
Electro-Light Inc.	Oshawa, ON
Electro-Works Ltd.	Oshawa, ON
Elite Electrical Solutions Ltd.	Inglewood, ON
Ferguson Electric Company Ltd	Cobourg, ON
Kertech Electric Inc.	Scarborough, ON
R.A. Graham Contractors Ltd.	Aurora, ON
Salson Electric Ltd.	Concord, ON
Surefoot Mechanical Inc.	Whitby, ON
Trilogy Electric Ltd.	Whitby, ON